

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

ADAM BARTLETT,

Plaintiff,

vs.

CUYAHOGA COUNTY, *et al.*,

Defendants.

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CASE NO. 1:17-cv-1796

OPINION & ORDER
[Resolving Docs. [58](#), [59](#)]

JAMES S. GWIN, UNITED STATES DISTRICT JUDGE:

On May 22, 2018, the Court granted the Cuyahoga County Defendants'¹ unopposed motion for summary judgment on all of Plaintiff Adam Bartlett's claims.² The Court entered a final judgment on this matter.³ The case is now closed.

Plaintiff Bartlett now moves for relief from judgment and moves to enforce a settlement that he says he reached with the County Defendants before the Court's May 22 order.⁴ The County Defendants oppose both motions.⁵

Plaintiff admits he failed to tell the Court that he had reached an oral agreement with the County Defendants as early as April 20, 2018.⁶ However, Plaintiff argues he should be relieved from judgment for excusable neglect because the parties were in the process of finalizing the written settlement a few days before the May 22 order.⁷ Plaintiff argues that the Court should enforce the

¹ The Cuyahoga County Defendants include C.O. Corporal Bailey, C.O. John Mirrotto, C.O. Brian Cartwright, Cuyahoga County, and various John and Jane Doe policymakers and others. Doc. [1](#).

² Doc. [56](#).

³ Doc. [57](#).

⁴ Docs. [59](#), [58](#).

⁵ Doc. [60](#). Plaintiff replies. Doc. [61](#).

⁶ Doc. [59](#) at 1-2.

⁷ *Id.*

settlement agreement because Plaintiff had signed the written agreement on May 22.⁸ The County, however, notes that it never signed the written settlement agreement.⁹

The Court first finds that no excusable neglect exists under [Federal Rule of Civil Procedure 60\(b\)\(1\)](#) to relieve Plaintiff from judgment. Plaintiff claims he reached an oral agreement more than a month before the Court issued its May 22 order. In that time, the deadline to oppose the County Defendants' summary judgment motion passed; and Plaintiff and his counsel¹⁰ never informed the Court of the possible settlement to avoid an adverse ruling. The Court will not excuse this neglect.¹¹

The Court next finds that it lacks jurisdiction to enforce any possible settlement agreement.

After a final judgment entry, the Court does not have ancillary jurisdiction over a motion to enforce a settlement agreement unless the dismissal order (1) contains a separate provision retaining jurisdiction in the district court over the settlement agreement or (2) incorporates the settlement agreement's terms.¹²

The Court's final judgment dismissing the case did neither. And because the dispute concerns a separate and unrelated breach-of-contract claim among non-diverse parties, the Court has no independent subject matter jurisdiction over the matter.¹³ The enforcement of any settlement agreement is more properly pursued in the state courts.

The Court **DENIES** the motion for relief from judgment and **DENIES** the motion to enforce.¹⁴

IT IS SO ORDERED

Dated: June 12, 2018

s/ James S. Gwin
JAMES S. GWIN
UNITED STATES DISTRICT JUDGE

⁸ Doc. [58](#) at 2; *see also* Doc. [60-1](#).

⁹ Doc. [60](#) at 1-4.

¹⁰ Excusable neglect also turns on the performance of the client's attorney. [Allen v. Murph](#), 194 F.3d 722, 724 (6th Cir. 1999) (citing [Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship](#), 507 U.S. 380, 396-97 (1993)).

¹¹ *See Kendall v. Hoover Co.*, 751 F.2d 171, 175 (6th Cir. 1984) ("The failure to respond to a motion for summary judgment or to request an extension of time to file a response thereto is inexcusable neglect." (internal quotation marks omitted)).

¹² [Kokkonen v. Guardian Life Ins. Co. of Am.](#), 511 U.S. 375, 381 (1994).

¹³ *See id.* at 381-82.

¹⁴ As a result, the Court also **DENIES** Plaintiff's request for attorney's fees and costs associated with his motion to enforce.